

## Individual Executive Decision Notice

<b>Report title</b>	Wayleave for the running of Virgin Media services at Wodensfield Tower	
<b>Decision designation</b>	GREEN	
<b>Cabinet member with lead responsibility</b>	Councillor Bhupinder Gakhal Cabinet Member for City Assets and Housing	
<b>Wards affected</b>	Heath Town;	
<b>Accountable Director</b>	John Roseblade, Director of City Housing and Environment	
<b>Originating service</b>	Housing	
<b>Accountable employee</b>	Rhiannon Griffiths	Housing Asset Officer
	Tel	01902 551512
	Email	Rhiannon.Griffiths2@Wolverhampton.gov.uk
<b>Report to be/has been considered by</b>	City Housing and Environment Leadership Team	31 May 2022
	Cabinet Member Briefing City Assets and Housing	8 June 2022

---

### Summary

To seek approval to grant a wayleave agreement to Virgin Media Limited to enable the installation of new apparatus at Wodenfield Tower.

The Constitution provides the delegated authority for the Cabinet Member for City Assets in consultation with the Director within the Land and Property Transactions section 28.8.4, to approve any minor disposals by freehold sale or long lease at a premium, easement, dedication, release of covenants or other legal interest up to a value of £250,000

### Recommendation for decision:

That the Cabinet Member for City Assets and Housing, in consultation with the Director of City Housing and Environment:

1. Authorise the Council entering into the wayleave agreement with Virgin Media Limited on land at and within Wodenfield Tower, Wolverhampton.

This report is PUBLIC

---

Signature  
Name of Cabinet Member

Date:

---

Signature  
Name of Director

Date:

## **1.0 Background**

- 1.1 Virgin Media Limited have requested a wayleave agreement to install the apparatus at Wodensfield Tower as well as connecting this to existing infrastructure on the street, as shown on the attached location plan.
- 1.2 Approval to this wayleave agreement will enable Virgin Media Limited to install a new cable from the existing mast on the property, which will improve the signal to Vodaphone customers in the area.

## **2.0 Progress**

- 2.1 In order to allow for Virgin Media Limited to install the new apparatus, a wayleave agreement with need to be approved by the City Council (landowner), allowing Virgin Media Limited to install this apparatus. This new apparatus will improve the mobile signal in the surrounding area.
- 2.2 The standard wayleave agreement will require completion and authorised by Legal Services.

## **3.0 Evaluation of alternative options**

- 3.1 The wayleave agreement is to continue indefinitely unless Virgin Media Limited cease operations as a telecommunications operator or the agreement is terminated. As the agreement is for the Council's benefit, commuted sum/rent is not payable.

## **4.0 Reason for decision**

- 4.1 The approval of the wayleave agreement will enable Virgin Media Limited to install the new apparatus within the tower block, which will support the council corporate objective of thriving economy in all parts of the city.
- 4.2 If consent is not granted then, residents of the city would not be given the opportunity for improved network signal in the area which would fail to support the corporate objective of thriving economy in all parts of the city.

## **5.0 Financial implications**

There are minimal legal costs relating to completion of the Wayleave agreement referred to in this report, these will be charged to the HRA.

[JM/24052022/M]

## **6.0 Legal implications**

- 6.1 Pursuant to Section 123 of the Local Government Act 1972 ('the Act'), the Council has discretion to dispose of its assets in any manner that it chooses. The term Disposal includes the grant of an easement and therefore the recommendation to enter into a

wayleave agreement as set out in this report falls within the provisions of the Act and complies with the Council's Constitution.

[JA/24052022/H]

## **7.0 Equalities implications**

7.1 There are no equalities implications arising from this report

## **8.0 All other Implications**

8.1 There are no other implications

## **9.0 Schedule of background papers**

9.1 There is no schedule of background papers

## **10.0 Appendices**

10.1 Appendix 1: Location Plan